

<i>SERFF Tracking Number:</i>	<i>HMRK-128390278</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>HM Life Insurance Company</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>AR/HML/003-12</i>		
<i>TOI:</i>	<i>H20G Group Health - Vision</i>	<i>Sub-TOI:</i>	<i>H20G.000 Health - Vision</i>
<i>Product Name:</i>	<i>Vision</i>		
<i>Project Name/Number:</i>	<i>HM Vision Policy - 12/48/AR/HML/003-12</i>		

Filing at a Glance

Company: HM Life Insurance Company

Product Name: Vision

TOI: H20G Group Health - Vision

Sub-TOI: H20G.000 Health - Vision

Filing Type: Form

SERFF Tr Num: HMRK-128390278 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num:

Co Tr Num: AR/HML/003-12

State Status: Approved-Closed

Authors: Lindsay Anness, Krista
Maddigan, Stacy Miller, Bob
Hackman

Reviewer(s): Rosalind Minor

Disposition Date: 05/31/2012

Date Submitted: 05/30/2012

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: HM Vision Policy - 12/48

Project Number: AR/HML/003-12

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Group Market Type: Employer, Association

Filing Status Changed: 05/31/2012

State Status Changed: 05/31/2012

Created By: Stacy Miller

Corresponding Filing Tracking Number:

Filing Description:

Re: HM Life Insurance Company

NAIC Co. #93440

Group Vision Insurance Filing

Group Policy HMP 902-VIS (5/12)

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Overall Rate Impact:

Deemer Date:

Submitted By: Stacy Miller

To Whom It May Concern:

SERFF Tracking Number: HMRK-128390278 State: Arkansas
Filing Company: HM Life Insurance Company State Tracking Number:
Company Tracking Number: AR/HML/003-12
TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision
Product Name: Vision
Project Name/Number: HM Vision Policy - 12/48/AR/HML/003-12

Enclosed please find the above referenced form submitted for approval for use in the state of Arkansas. This form will be used for all new business and renewal business that chooses a 48 month rate guarantee on or after July 1, 2012 or the date of approval, if later.

When approved this form will replace HMP 902-VIS (6/10) approved by your Department on July 16, 2010 under SERFF Tracking #: HMRK-126680530.

The above referenced form:

- Has been revised to include a table of contents and to allow for a 48 month rate guarantee in addition to the 12, 24 and 36 month rate guarantee periods currently reflected.
- Provides Group Vision Insurance on a standalone basis; we will market these forms through brokers, agents and third party administrators to groups defined by applicable law. There is no deviation from generally accepted standard insurance practices.

A clean version of policy form HMP 902-VIS (5/12) is attached under the Forms Schedule for your review. We have also attached a redlined version of policy form HMP 902-VIS (5/12) detailing the revisions, under the Supporting Documentation tab.

Variables in the Policy Forms are noted in the Explanation of Variability also attached under the Supporting Documentation tab.

The following forms approved under SERFF Tracking Number HMRK-126680530 on July 16, 2010, will continue to be used with Group policy Form HMP 902-VIS (5/12):

Certificate: HMC 902-VIS (6/10)
Portability Endorsement: HMP-V 109
Group Application: HMA-V 109
Enrollment Form: HME-V 109
Enrollment Form: HG0935 (R8/09)

Should you have any questions, please contact me via SERFF, or should you prefer at my direct dial telephone number, 717-260-7252 or my email address, stacy.miller@highmark.com.

Thank you in advance for your attention to this filing.
State Narrative:

SERFF Tracking Number: HMRK-128390278 State: Arkansas
 Filing Company: HM Life Insurance Company State Tracking Number:
 Company Tracking Number: AR/HML/003-12
 TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision
 Product Name: Vision
 Project Name/Number: HM Vision Policy - 12/48/AR/HML/003-12

Company and Contact

Filing Contact Information

Stacy Miller, Regulatory Compliance Consultant stacy.miller@highmark.com
 4401 Deer Path Rd. 717-260-7252 [Phone]
 DPLR4 717-260-7494 [FAX]
 Harrisburg, PA 17110

Filing Company Information

HM Life Insurance Company CoCode: 93440 State of Domicile: Pennsylvania
 PO Box 535065 Group Code: 812 Company Type:
 Suite P6504 Group Name: HM Insurance Group State ID Number:
 Pittsburgh, PA 15253-5065 FEIN Number: 06-1041332
 (412) 544-1139 ext. [Phone]

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50.00 per form
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
HM Life Insurance Company	\$50.00	05/30/2012	59506111

<i>SERFF Tracking Number:</i>	<i>HMRK-128390278</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>HM Life Insurance Company</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>AR/HML/003-12</i>		
<i>TOI:</i>	<i>H20G Group Health - Vision</i>	<i>Sub-TOI:</i>	<i>H20G.000 Health - Vision</i>
<i>Product Name:</i>	<i>Vision</i>		
<i>Project Name/Number:</i>	<i>HM Vision Policy - 12/48/AR/HML/003-12</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	05/31/2012	05/31/2012

SERFF Tracking Number: *HMRK-128390278*

State: *Arkansas*

Filing Company: *HM Life Insurance Company*

State Tracking Number:

Company Tracking Number: *AR/HML/003-12*

TOI: *H20G Group Health - Vision*

Sub-TOI: *H20G.000 Health - Vision*

Product Name: *Vision*

Project Name/Number: *HM Vision Policy - 12/48/AR/HML/003-12*

Disposition

Disposition Date: 05/31/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>HMRK-128390278</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>HM Life Insurance Company</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>AR/HML/003-12</i>		
<i>TOI:</i>	<i>H20G Group Health - Vision</i>	<i>Sub-TOI:</i>	<i>H20G.000 Health - Vision</i>
<i>Product Name:</i>	<i>Vision</i>		
<i>Project Name/Number:</i>	<i>HM Vision Policy - 12/48/AR/HML/003-12</i>		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Explanation of Variability	Approved-Closed	Yes
Supporting Document	Guaranty Association Notice	Approved-Closed	Yes
Supporting Document	Policy Information Notice	Approved-Closed	Yes
Supporting Document	Redlined Policy	Approved-Closed	Yes
Form	Group Vision Policy	Approved-Closed	Yes

SERFF Tracking Number: HMRK-128390278 State: Arkansas

Filing Company: HM Life Insurance Company State Tracking Number:

Company Tracking Number: AR/HML/003-12

TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision

Product Name: Vision

Project Name/Number: HM Vision Policy - 12/48/AR/HML/003-12

Form Schedule

Lead Form Number: HMP 902-VIS (5/12)

Schedule Item	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 05/31/2012	HMP 902-VIS (5/12)	Policy/Cont Group Vision Policy ract/Fratern al Certificate	Revised	Replaced Form #: HMP 902-VIS (6/10) Previous Filing #: HMRK-126680530	51.800	Policy HM 902-VIS 412 clean.pdf

HM Life Insurance Company

120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222
1-800-328-5433

GROUP VISION POLICY • NON-PARTICIPATING THIS POLICY PROVIDES LIMITED BENEFITS

[ADMINISTERED BY

Davis Vision, 159 Express Street, Plainview, NY 11803]
For Customer Service Call: [800-328-4728]

POLICYHOLDER:	[*]
POLICY NUMBER:	[*]
POLICY EFFECTIVE DATE:	[*]
POLICY ANNIVERSARY DATE:	[*]
STATE OF ISSUE:	[*]
MINIMUM PARTICIPATION REQUIREMENT	[None] [5] [10] [15] [20] [25] Employees
PREMIUM DUE DATE	Policy Effective Date and the first day of each month thereafter
[RATE PER MEMBER	[*]]
[RATES PER-	
Employee	[*]
Family	[*]]
[RATES PER	
Employee	[*]
Employee and one Dependent	[*]
Family	[*]]
[RATES PER	
Employee	[*]
Employee and Spouse/Domestic Partner	[*]
Employee and Children	[*]
Family	[*]]
[COMPOSITE RATE	[*]]

HM Life Insurance Company, herein called the Company or we, us or our, in consideration of the Application for this Policy and the timely [payment] [remittance] of premiums, agrees, subject to the terms and conditions of the Policy, to insure the Policyholder's eligible Employees and their eligible Dependents under this Policy.

This Policy is intended to be read in its entirety. We agree to provide the Vision Insurance benefits described in this Policy and the Certificates issued to the Policyholder in consideration of the Policyholder's application, if any, and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown above as long as the Minimum Participation Requirement is met on that date.

This Policy and the Certificates issued to the Policyholder describe the terms and conditions of Insurance. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all of the provisions of this Policy and the provisions of the Certificates issued to the Policyholder carefully.

This Policy goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Policy Effective Date shown above, at the Policyholder's address.

The Certificates issued to the Policyholder go into effect, subject to its applicable terms and conditions, on the later of the Policy Effective Date shown above, or at 12:01 AM on the Certificate Effective Date shown on the cover page of the Certificates issued to the Policyholder at the Policyholder's address.

The laws of the State of Issue shown above govern this Policy and the Certificates issued to the Policyholder. We and the Policyholder agree to all of the terms of this Policy and the Certificates issued to the Policyholder.

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[Schedule of Affiliates

The following Affiliates are covered under this Policy on the effective dates listed below. A newly-acquired Affiliate may be covered under this Policy on the date it is acquired as long as the Policyholder notifies us within [30] [60] [90] days of its acquisition and pays the required premium. If we are not notified within the required time period, the Affiliate will be covered on the date we agree in writing to provide coverage and receive the required premium. Individuals who are employed by the Affiliate on its effective date of coverage are eligible for coverage on that date.

[Affiliate or Affiliated means a company or organization that is [subsidiary to, affiliated with or controlled by the Policyholder] [a member of the same controlled group of corporations, or trades or business under common control, as described for employee benefits taxation purposes in the Internal Revenue Code].

The Policyholder may terminate an Affiliate as of any Premium Due Date by giving us [30] [45] [60] [90] [120] [180] [days] advance written notice. The effective date of such termination will be the date:

1. Specified in the notice; or

2. The first day of the month immediately following the date specified in the notice.

The Policyholder has the sole responsibility to notify the Member when their coverage ends due to termination of an Affiliate. Our liability under this Policy is limited to benefits payable for eligible claims incurred prior to the date of termination.

Affiliate Name	Location	Effective Date
[*]	[*]	[*]

Cancellation

We may cancel this Policy, after the first year as of any [Premium Due Date] [Policy Anniversary Date], by giving the Policyholder [15] [30] [31] [60] [90] days advance written notice. Except for [non-payment] [non-remittance] of premium we will not cancel this Policy for the initial [12] [24] [36] [48] months this Policy is in force.]

The Policyholder may cancel this Policy at any time by giving us advance written notice. The date of cancellation will be the date specified in such notice or on the last day of the period for which premiums were paid if no date is specified.

The Policyholder is liable to us for any [unpaid premium] [premium not remitted] for the time this Policy was in force.

If a premium is not [paid] [remitted] when due, we will cancel this Policy at the end of the last period for which premium was [paid] [remitted], subject to the Grace Period provision. The Premium Due Date is the Policy Effective date shown on the first page of this Policy and the first day of each month thereafter. The Policyholder has the sole responsibility to notify Members of such termination.

Cancellation of the Policy or a Member's insurance under the Policy will not influence a Member's right to a claim for benefits which arose prior to the cancellation. Our liability under the Policy is limited to benefits payable for eligible claims incurred prior to the date of cancellation.

Effect of Early Termination

If the Policyholder cancels the Policy or a covered class at any time [within [12] [24] [36] [48] months of the Effective Date] [prior to the next Policy Anniversary Date] of this Policy [or prior to the next Enrollment Period sponsored by the Policyholder] [any claim costs, administrative costs, taxes, or other similar items of expense incurred by us or our authorized representative that exceed the premiums paid up to the date of cancellation] [the difference between any premiums paid up to the date of cancellation and the total premium otherwise due during this period] will be billed directly to the Policyholder.

Grace Period

1. With Respect to the Policy

A Grace Period of [31] [60] [90] days will be granted for [payment] [remittance] of required premiums due after the first premium, unless:

- a. We do not intend to renew this Policy beyond the period for which premium has been accepted; and
- b. Written notice of our intention not to renew is delivered to the Policyholder at least [15] [30] [60] [90] days before the premium is due.

This Policy will be in force during the Policy Grace Period. If the required premiums are not [paid] [remitted] during the Policy Grace Period, Insurance will end on the last day of the [Grace Period] [of the period for which premiums were] [paid] [remitted] without further notice to the Policyholder.

The Policyholder is liable to us for any [unpaid premium] [premium that has not been remitted] for the time this Policy was in force during the Policy Grace Period.

2. With Respect to a Member

If a Member is billed individually a Grace Period of 31 days will be granted for payment of required premiums. A Member's Insurance under this Policy will remain in force during the Individual Grace Period. We will reduce any benefits payable for any claims incurred during the Individual Grace Period by the amount of premium due. If no such claims are incurred and premium is not paid during the Individual Grace Period Insurance will end on the last day of the period for which premiums were paid without further notice to the Member. The Member is liable to us for any unpaid premium for the time the Policy was in force during this period.

Premiums

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates and amounts of Insurance in effect for Members. We will provide notifications of premiums due, when premiums are due and any change in the premium rate, by mail to the most current address in our files, to the Policyholder.

Premium Payment

The total premium for this Policy is the sum of premiums [paid] [remitted]:

1. By the Policyholder for all Members other than those described in (2) below, including any amounts contributed toward the cost of this coverage by Members; and
2. By Members who are billed individually.

[The Policyholder has no obligation to pay premium for the coverage provided under this Policy; however, the Policyholder does have an obligation under the Policy to remit premium collected through payroll deduction or otherwise to us at our administrative office on or before the premium due date.]

If the Policyholder does not [pay any premium] [remit any premium collected through payroll deduction] when due, this Policy will be cancelled as of the date the unpaid premium was due, except as provided with respect to the Policy in the Grace Period provision.

If a Member billed individually does not pay his premium when due his coverage under this Policy will be cancelled as of the date the unpaid premium was due, except as provided in the Grace Period provision.

[Retroactive Termination

Retroactive termination of a Member's insurance for any reason other than cancellation of the Policy or a covered class is limited to [30] [45] [60] [90] days from the effective date of such person's Insurance under this Policy or following the next Enrollment Period sponsored by the Policyholder. We may refuse to credit premiums for a retroactively terminated Member if benefits under the Policy have been paid on behalf of, or authorized for such person after the effective date of the request for termination.]

Changes in Premium Rates

We may change the premium rates from time to time with at least [15] [30] [60] [90] days advance written notice to the Policyholder. No change in rates will be made until [12][24][36] [48] months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, we reserve the right to change rates at any time if any of the following events take place:

1. The terms of this Policy change;

- [2.] [The number of Members eligible for coverage increases or decreases by more than [5][10] [15] [20] [25]% since the later of the Policy Effective Date and the date of the last renewal of this Policy;]
- [3.][Less than [5][10][15] [20] [25] Employees eligible for coverage are insured under this Policy;]
- [4.] Coverage is reinstated following failure to pay premium during the Grace Period;
- [5.] [Acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by [5][10][15] [20][25]% or more the number of eligible individuals;]
- [6.] [A change in the number of eligible individuals which would, on a manual rate basis, require a change of [5][10] [15] 20] [25]% or more in the premium rate;]
- [7.] A change in any federal or state law or regulation is enacted, adopted or amended to the extent that it affects our benefit obligations under this Policy; or
- [8.] The Policyholder fails to provide sufficient information, as required by us, to confirm adequacy of premiums and rates currently being [paid] [remitted].

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro-rata adjustment will apply from the date of the change to the end of any period for which premium has been [paid] [remitted].

Premium Audit

We will have the right to audit books and records of the Policyholder at its place of business and during regularly-scheduled business hours, in order to determine the accuracy of premium [paid] [remitted].

[Reinstatement]

This Policy may be reinstated within [60] [90] day of the end of the last period for which premium was [paid] [remitted] if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to us and [payment] [remittance] of all overdue premiums.

Any premium accepted in connection with a reinstatement will be applied to the earliest period for which premium was not previously [paid] [remitted].]

Legal Actions

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, we have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Member dies, we may recover the overpayment from the Member's estate.

Entire Contract; Changes

This Policy, including the application (if any), endorsements, amendments and any attached papers constitutes the entire contract of Insurance. No change in this Policy will be valid until approved by one of our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

Misstatement of Fact

If a Member has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Certificates

We will provide an electronic copy of the Certificate of Insurance to the Policyholder for distribution by the Policyholder to their covered Employees. The Certificate will list the benefits, conditions and limits of this Policy. It will state to whom benefits will be paid.

Assignment

The rights and benefits under this Policy may be assigned under certain circumstances. Any Member that wants to make an assignment of his Insurance should see the Policyholder for the conditions and further information.

We assume no responsibility for the validity, sufficiency, or effect of any assignment of a Member's Insurance (including an assignment on a form furnished by us or by the Policyholder).

Incontestability

All statements made by the Policyholder to obtain this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Policyholder. After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

Reporting Requirements

The Policyholder or its authorized agent must report all of the following to us by the Premium Due Date:

1. the number of persons insured on the Policy Effective Date;
2. the number of persons who are insured after the Policy Effective Date;
3. the number of persons whose Insurance has terminated;
4. any additional information required by us.

Clerical Error

A Member's Insurance will not be affected by error or delay in keeping records of Insurance under this Policy. If such error or delay is found, we will adjust the premium fairly.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to this Policy are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation, Occupational Disease or similar law.

Incorporation

The provisions of the Certificates issued to the Policyholder, all endorsements and riders, and all endorsements and riders issued to amend this Policy after its effective date are made a part of this Policy.

IN WITNESS WHEREOF **HM Life Insurance Company** has caused this Policy to be executed on the Date of Issue to take effect on the Effective Date.

A handwritten signature in cursive script, reading "Mike Sullivan", with a long horizontal flourish extending to the right.

President

SERFF Tracking Number:	HMRK-128390278	State:	Arkansas
Filing Company:	HM Life Insurance Company	State Tracking Number:	
Company Tracking Number:	AR/HML/003-12		
TOI:	H20G Group Health - Vision	Sub-TOI:	H20G.000 Health - Vision
Product Name:	Vision		
Project Name/Number:	HM Vision Policy - 12/48/AR/HML/003-12		

Supporting Document Schedules

	Item Status:	Status
		Date:
Satisfied - Item: Flesch Certification	Approved-Closed	05/31/2012
Comments:		
Attachment:		
Readability Certification.pdf		

	Item Status:	Status
		Date:
Satisfied - Item: Application	Approved-Closed	05/31/2012
Comments:		
The application, form number: HMA-V 109, was approved on 07/16/2010 under SERFF Tracking Number HMRK-126680530.		

	Item Status:	Status
		Date:
Satisfied - Item: Explanation of Variability	Approved-Closed	05/31/2012
Comments:		
Attachment:		
Ext Var info HM902 (610).pdf		

	Item Status:	Status
		Date:
Satisfied - Item: Guaranty Association Notice	Approved-Closed	05/31/2012
Comments:		
To be included under cover page of Policy and Certificate.		
Attachment:		
AR Guaranty Assoc Notice.pdf		

	Item Status:	Status
		Date:
Satisfied - Item: Policy Information Notice	Approved-Closed	05/31/2012

SERFF Tracking Number: HMRK-128390278 State: Arkansas
Filing Company: HM Life Insurance Company State Tracking Number:
Company Tracking Number: AR/HML/003-12
TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision
Product Name: Vision
Project Name/Number: HM Vision Policy - 12/48/AR/HML/003-12

Comments:

To be included under the cover page of the policy and certificate.

Attachment:

AR Policy info.pdf

	Item Status:	Status
Satisfied - Item:	Redlined Policy	Approved-Closed

Comments:

Attachment:

Policy HM 902-VIS 412 redlined.pdf

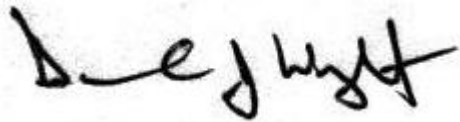
STATE OF ARKANSAS

READABILITY CERTIFICATION

HM LIFE INSURANCE COMPANY

By signature below, it is certified that the form listed below achieves a Flesch Reading Ease Score above the minimum reading ease score of 40 as required by the Arkansas Code Annotated § 23-80-206(a)(1).

Form Name	Form Number
Group Vision Policy	HMP 902-VIS (5/12)



Daniel J. Wright
Treasurer, Vice-President and Controller

May 22, 2012
Date

Explanation of Variables

POLICY HMP 902-VIS (5/12)

This summary is broken out into applicable documents and a summary of standard plans, **explanations with each section of a general nature are in red**; **explanations specific to construction are highlighted in yellow**.

The enclosed policy form filing includes the standard variable provisions - there are several kinds of variables including:

- Optional benefit provisions provided upon request and contract provisions, which are used in specific situations depending upon the requested plan design.
- Variable amounts, periods, and/or durations, all of which are shown in brackets. Such amount, period or duration used will depend on the product design requested by the client, subject to underwriting approval.
- Benefit provision variations – where alternate provisions are available each variation is bracketed.
- Sequential numbers or letters within a paragraph to show a progression are bracketed for construction purposes.
- Use of an asterisk within brackets “[*]” indicates a name, date, number or class designation (for example in the footer of the certificate “Hourly Employees” or a similar reference may appear) as appropriate.
- Text outside of brackets is not considered variable.

Note:

- These forms are submitted in final printed form in 10 point type on 8 ½ by 11 pages. The certificate of insurance may be printed in a booklet format (5 ½ by 8 ½ pages), if requested by the client.
- Entire provisions or a numbered description within a provision may be moved in its entirety to accommodate construction due to system changes.
- We may issue certificates in a foreign language, based on a direct translation of the filed wording.
- Text within brackets may be customized as a result of negotiations with the Policyholder.
- In the interest of space a standard benefit description is shown in the policy and certificate with variable information bracketed.

[Note include as standard – modify for HLNy:]

- [Additional variations not shown in the enclosed policy form may be agreed upon as a result of negotiations between HM Life [of New York] and the Policyholder. However, we will not agree to any provision, which is, to the best of our knowledge and belief, ambiguous or unclear, or inconsistent with any law or regulation of the state or federal government.]

[Use if necessary (NY, NC, TN, etc. – check State Guidelines:)]

- [Variations not shown in the enclosed policy form will be filed for approval prior to use.]

We utilize with Davis Vision's Provider Network to provide vision coverage for expenses incurred for vision examinations and materials (frames, lenses, contacts, etc.) for both the preferred provider and exclusive provider options. Davis Vision offers, through its network of providers, the eyewear collections described in item 8. In-network providers may also use a combination of those eyewear collections or their own eyewear collection. The collections include optional in-network items that are enhancements to standard frames or lenses.

HM Life Insurance Company is part of HM Insurance Group. Both HM Insurance Group & and Davis Vision are subsidiaries of Highmark, Inc.

Explanation of Variables

POLICY HMP 902-VIS (5/12)

Forms are issued directly through a group policy. Policy forms will only be issued to eligible groups as defined by applicable law. Certificates of Insurance are issued to all group policyholders and/or participating organizations for distribution to eligible members.

The Policy is presented in an abridged format with certificate provisions are incorporated by reference.

Cover page - Entries for – Policyholder, Policy Number; Policy Effective Date, Policy Anniversary Date, and State of Issue are bracketed.

Name of administrator is bracketed for future considerations.

HM Life Insurance Company

120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222

GROUP VISION POLICY • NON-PARTICIPATING THIS POLICY PROVIDES LIMITED BENEFITS

[ADMINISTERED BY

Davis Vision, 159 Express Street, Plainview, NY 11803]
For Customer Service Call: [800-328-4728]

POLICYHOLDER:	[*]
POLICY NUMBER:	[*]
POLICY EFFECTIVE DATE:	[*]
POLICY ANNIVERSARY DATE:	[*]
STATE OF ISSUE:	[*]
MINIMUM PARTICIPATION REQUIREMENT Employees	{None standard :} [None] [5] [10] [15] [20] [25]
PREMIUM DUE DATE	Policy Effective Date and the first day of each month thereafter
{Used if all Members are charged the same rate:}	
[RATE PER MEMBER	[*]]
{Used for two tier:}	
[RATES PER-	
Employee	[*]
Family	[*]]
Used for three tier:}	
[RATES PER	
Employee	[*]
Employee and one Dependent	[*]
Family	[*]]
Used for four tier:}	
[RATES PER	
Employee	[*]
Employee and Spouse/Domestic Partner	[*]
Employee and Children	[*]
Family	[*]]
Used for composite rate.	
[COMPOSITE RATE	[*]]

HM Life Insurance Company, herein called the Company or we, us or our, in consideration of the Application for this Policy and the timely {Remittance standard:} [payment] [remittance] of premiums, agrees, subject to the terms and conditions of the Policy, to insure the Policyholder's eligible Employees and their eligible Dependents under this Policy.

This Policy is intended to be read in its entirety. We agree to provide the Vision Insurance benefits described in this Policy and the Certificates issued to the Policyholder in consideration of the Policyholder's application, if any, and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown above as long as the Minimum Participation Requirement is met on that date.

This Policy and the Certificates issued to the Policyholder describe the terms and conditions of Insurance. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all of the provisions of this Policy and the provisions of the Certificates issued to the Policyholder carefully.

This Policy goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Policy Effective Date shown above, at the Policyholder's address.

The Certificates issued to the Policyholder go into effect, subject to its applicable terms and conditions, on the later of the Policy Effective Date shown above, or at 12:01 AM on the Certificate Effective Date shown on the cover page of the Certificates issued to the Policyholder at the Policyholder's address.

The laws of the State of Issue shown above govern this Policy and the Certificates issued to the Policyholder. We and the Policyholder agree to all of the terms of this Policy and the Certificates issued to the Policyholder.

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Included if affiliates are covered.

[Schedule of Affiliates

The following Affiliates are covered under this Policy on the effective dates listed below. A newly-acquired Affiliate may be covered under this Policy on the date it is acquired as long as the Policyholder notifies us within {30 standard ;} [30] [60] [90] days of its acquisition and pays the required premium. If we are not notified within the required time period, the Affiliate will be covered on the date we agree in writing to provide coverage and receive the required premium. Individuals who are employed by the Affiliate on its effective date of coverage are eligible for coverage on that date.

[Standard offer:]

[Affiliate or Affiliated means a company or organization that is subsidiary to, affiliated with or controlled by the Policyholder].

{Alternate definition:}

Affiliate or Affiliated means a company or organization that is a member of the same controlled group of corporations, or trades or business under common control, as described for employee benefits taxation purposes in the Internal Revenue Code.

Affiliate Name

[*]

Location

[*]

Effective Date

[*]]

Cancellation

We may cancel this Policy, after the first year as of any {Premium due date standard:} [Premium Due Date] [Policy Anniversary Date], by giving the Policyholder {30 standard:} [15] [30] [31] [60] [90] days advance written notice. {Used if policy will not be cancelled for a defined time period:} [Except for { "non-remittance" standard:} [non-payment] [non-remittance] of premium we will not cancel this Policy for the initial {12 standard:} [12] [24] [36] months this Policy is in force.]

The Policyholder may cancel this Policy at any time by giving us advance written notice. The date of cancellation will be the date specified in such notice or on the last day of the period for which premiums were paid if no date is specified.

The Policyholder is liable to us for any {"premium not remitted:} [unpaid premium] [premium not remitted] for the time this Policy was in force.

If a premium is not {"remitted" standard:} [paid] [remitted] when due, we will cancel this Policy at the end of the last period for which premium was {"remitted" standard:} [paid] [remitted], subject to the Grace Period provision. The Premium Due Date is the Policy Effective date shown on the first page of this Policy and the first day of each month thereafter. The Policyholder has the sole responsibility to notify Members of such termination.

Cancellation of the Policy or a Member's insurance under the Policy will not influence a Member's right to a claim for benefits which arose prior to the cancellation. Our liability under the Policy is limited to benefits payable for eligible claims incurred prior to the date of cancellation.

Effect of Early Termination

Used for cost plus.

[If the Policyholder cancels the Policy or a covered class at any time {prior to "anniversary date" standard:} [within {12 standard:} [12] [24] [36] [48] months of the Effective Date] [prior to the next Policy Anniversary Date] shown on the cover page of this Policy; any claim costs, administrative costs, taxes, or other similar items of expense incurred by us or our authorized representative that exceed the premiums paid up to the date of cancellation will be billed directly to the Policyholder.]

Used for remaining premiums due.

[If the Policyholder cancels the Policy or a covered class at any time {prior to "anniversary date" standard:} [within {12 standard:} [12] [24] [36] [48] months of the Effective Date] [prior to the next Policy Anniversary Date] shown on the cover page of this Policy or prior to the next Enrollment Period sponsored by the Policyholder the difference between any premiums paid up to the date of cancellation and the total premium otherwise due during this period will be billed directly to the Policyholder.]

Grace Period

Standard - may be removed if Member is not billed individually.

[1. With Respect to the Policy]

A Grace Period of {31 standard:} [31] [60] [90] days will be granted for {"remittance" standard:} [payment] [remittance] of required premiums due after the first premium, unless:

- a. We do not intend to renew this Policy beyond the period for which premium has been accepted; and
- b. Written notice of our intention not to renew is delivered to the Policyholder at least {30 standard;} [15] [30] [60] [90] days before the premium is due.

This Policy will be in force during the Policy Grace Period. If the required premiums are not {"remitted" standard;} [paid] [remitted] during the Policy Grace Period, Insurance will end on the last day of the [Policy Grace Period] [of the period for which premiums were paid] without further notice to the Policyholder. The Policyholder is liable to us for any {"premium that has not been remitted" standard;} [unpaid premium] [premium that has not been remitted] for the time this Policy was in force during the Policy Grace Period.

Standard - may be removed if Member is not billed individually.

[2. With Respect to a Member

If a Member is billed individually a Grace Period of 31 days will be granted for payment of required premiums. A Member's Insurance under this Policy will remain in force during the Individual Grace Period. We will reduce any benefits payable for any claims incurred during the Individual Grace Period by the amount of premium due. If no such claims are incurred and premium is not paid during the Individual Grace Period Insurance will end on the last day of the period for which premiums were paid without further notice to the Member. The Member is liable to us for any unpaid premium for the time the Policy was in force during this period.]

Premiums

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates and amounts of Insurance in effect for Members. We will provide notifications of premiums due, when premiums are due and any change in the premium rate, by mail to the most current address in our files, to the Policyholder.

Premium Payment

The total premium for this Policy is the sum of premiums {"remitted" standard;} [paid] [remitted]:

1. By the Policyholder for all Members other than those described in (2) below, including any amounts contributed toward the cost of this coverage by Members; and
2. By Members who are billed individually.

Used if voluntary and "remitted" convention is used.

[The Policyholder has no obligation to pay premium for the coverage provided under this Policy; however, the Policyholder does have an obligation under the Policy to remit premium collected through payroll deduction or otherwise to us at our administrative office on or before the premium due date.]

If the Policyholder does not {"remit any premium collected" standard;} [pay any premium] [remit any premium collected through payroll deduction] when due, this Policy will be cancelled as of the date the unpaid premium was due, except as provided with respect to the Policy in the Grace Period provision.

If a Member billed individually does not pay his premium when due his coverage under this Policy will be cancelled as of the date the unpaid premium was due, except as provided in the Grace Period provision.

Included if retroactive terminations limited to 60 days.

[Retroactive Termination

Retroactive termination of a Member's insurance for any reason other than cancellation of the Policy or a covered class is limited to {90 standard;} [30] [45] [60] [90] days from the effective date of such person's Insurance under this Policy or following the next Enrollment Period sponsored by the Policyholder. We may refuse to credit premiums for a retroactively terminated Member if benefits under the Policy have been paid on behalf of, or

authorized for such person after the effective date of the request for termination.]

Changes in Premium Rates

We may change the premium rates from time to time with at least {30 standard :} [15] [30] [60] [90] days advance written notice to the Policyholder. No change in rates will be made until {48 standard :} [12][24][36] [48] months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, we reserve the right to change rates at any time if any of the following events take place:

1. The terms of this Policy change;
2. The number of Members eligible for coverage increases or decreases by more than {10% is standard :} [5][10] [15] [20] [25]% since the later of the Policy Effective Date and the date of the last renewal of this Policy;

Not included if minimum participation percentage in none; re-numbered if removed.

- [3. Less than {10 is standard :} [5][10][15] [20] [25] Employees eligible for coverage are insured under this Policy;]

[4.] Coverage is reinstated following failure to pay premium during the Grace Period;

[5.] Acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by {10% is standard :} [5][10][15] [20][25]% or more the number of eligible individuals;

[6.] A change in the number of eligible individuals which would, on a manual rate basis, require a change of {15% is standard :} [5][10] [15] [20] [25]% or more in the premium rate;

[7.] A change in any federal or state law or regulation is enacted, adopted or amended to the extent that it affects our benefit obligations under this Policy; or

[8.] The Policyholder fails to provide sufficient information, as required by us, to confirm adequacy of premiums and rates currently being {"remitted" standard :} [paid] [remitted].

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro-rata adjustment will apply from the date of the change to the end of any period for which premium has been {"remitted" standard :} [paid] [remitted].

Premium Audit

We will have the right to audit books and records of the Policyholder at its place of business and during regularly-scheduled business hours, in order to determine the accuracy of premium {"remitted" standard :} [paid] [remitted].

{Used at underwriter's discretion :}

[Reinstatement

This Policy may be reinstated within {90 standard :} [60] [90] day of the end of the last period for which premium was {"remitted" standard :} [paid] [remitted] if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to us and {"remittance standard :} [payment] [remittance] of all overdue premiums.

Any premium accepted in connection with a reinstatement will be applied to the earliest period for which premium was not previously {"remitted standard :} [paid] [remitted].

Legal Actions

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought

more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, we have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Member dies, we may recover the overpayment from the Member's estate.

Entire Contract; Changes

This Policy, including the application (if any), endorsements, amendments and any attached papers constitutes the entire contract of Insurance. No change in this Policy will be valid until approved by one of our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

Misstatement of Fact

If a Member has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Certificates

We will provide an electronic copy of the Certificate of Insurance to the Policyholder for distribution by the Policyholder to their covered Employees. The Certificate will list the benefits, conditions and limits of this Policy. It will state to whom benefits will be paid.

Assignment

The rights and benefits under this Policy may be assigned under certain circumstances. Any Member that wants to make an assignment of his Insurance should see the Policyholder for the conditions and further information.

We assume no responsibility for the validity, sufficiency, or effect of any assignment of a Member's Insurance (including an assignment on a form furnished by us or by the Policyholder).

Incontestability

All statements made by the Policyholder to obtain this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Policyholder. After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

Reporting Requirements

The Policyholder or its authorized agent must report all of the following to us by the Premium Due Date:

1. the number of persons insured on the Policy Effective Date;
2. the number of persons who are insured after the Policy Effective Date;
3. the number of persons whose Insurance has terminated;

4. any additional information required by us.

Clerical Error

A Member's Insurance will not be affected by error or delay in keeping records of Insurance under this Policy. If such error or delay is found, we will adjust the premium fairly.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to this Policy are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation, Occupational Disease or similar law.

Incorporation

The provisions of the Certificates issued to the Policyholder, all endorsements and riders, and all endorsements and riders issued to amend this Policy after its effective date are made a part of this Policy.

IN WITNESS WHEREOF **HM Life Insurance Company** has caused this Policy to be executed on the Date of Issue to take effect on the Effective Date.

Name of president is considered variable to accommodate future organization changes.

A handwritten signature in cursive script that reads "Mike Sullivan". The signature is written in dark ink and is positioned above the title "President".

President

**LIMITATIONS AND EXCLUSIONS UNDER THE
ARKANSAS LIFE AND HEALTH INSURANCE
GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in this state. You should not rely on coverage by the Guaranty Association in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice.

The Arkansas Life and Health Insurance Guaranty Association
C/o The Liquidation Division
1023 West Capitol, Suite 2
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net coverage is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract, or policy, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are NOT protected by the Guaranty Association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends and voting rights and experience rating credits;
- credits given in connection with the administration of a policy by a group contract holder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contract holders, not individuals).
- unallocated annuity contracts issued to/in connection with benefits plans protected under Federal Pension Benefit Corporation ("FPBC" (whether the FPBC is yet liable or not);
- portions of an unallocated annuity contract not owned by a benefit plan or government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- obligations that do not arise under the policy or contract,, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. Within this overall \$300,000 limit, the Guaranty Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuities, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

ARKANSAS POLICY INFORMATION NOTICE

Address and Telephone Number of HM Life Insurance Company:

HM Life Insurance Company
120 Fifth Avenue, Fifth Avenue Place
Pittsburgh, Pennsylvania 15222-3099
1-800-833-1115 OR (412) 544-1000

Address and Telephone Number of Davis Vision, Inc. Service Center

Davis Vision, Inc.
159 Express Street
Plainview, NY 11803
1-800-328-4728

Name, Address and Telephone Number of Agent:

{Insert Agent Name}
{Insert Agent Address}
{Insert Agent Phone Number}

If we at HM Life Insurance Company, or Davis Vision fail to provide you with reasonable and adequate service, you should feel free to contact the Arkansas Insurance Department at this address:

Arkansas Insurance Department

Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201-1904
(501)371-2640 or (800)-852-5494

HM Life Insurance Company

120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222
1-800-328-5433

GROUP VISION POLICY • NON-PARTICIPATING THIS POLICY PROVIDES LIMITED BENEFITS

[ADMINISTERED BY

Davis Vision, 159 Express Street, Plainview, NY 11803]
For Customer Service Call: [800-328-4728]

POLICYHOLDER:	[*]
POLICY NUMBER:	[*]
POLICY EFFECTIVE DATE:	[*]
POLICY ANNIVERSARY DATE:	[*]
STATE OF ISSUE:	[*]
MINIMUM PARTICIPATION REQUIREMENT	[None] [5] [10] [15] [20] [25] Employees
PREMIUM DUE DATE	Policy Effective Date and the first day of each month thereafter
[RATE PER MEMBER	[*]]
[RATES PER-	
Employee	[*]
Family	[*]]
[RATES PER	
Employee	[*]
Employee and one Dependent	[*]
Family	[*]]
[RATES PER	
Employee	[*]
Employee and Spouse/Domestic Partner	[*]
Employee and Children	[*]
Family	[*]]
[COMPOSITE RATE	[*]]

HM Life Insurance Company, herein called the Company or we, us or our, in consideration of the Application for this Policy and the timely [payment] [remittance] of premiums, agrees, subject to the terms and conditions of the Policy, to insure the Policyholder's eligible Employees and their eligible Dependents under this Policy.

This Policy is intended to be read in its entirety. We agree to provide the Vision Insurance benefits described in this Policy and the Certificates issued to the Policyholder in consideration of the Policyholder's application, if any, and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown above as long as the Minimum Participation Requirement is met on that date.

This Policy and the Certificates issued to the Policyholder describe the terms and conditions of Insurance. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all of the provisions of this Policy and the provisions of the Certificates issued to the Policyholder carefully.

This Policy goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Policy Effective Date shown above, at the Policyholder's address.

The Certificates issued to the Policyholder go into effect, subject to its applicable terms and conditions, on the later of the Policy Effective Date shown above, or at 12:01 AM on the Certificate Effective Date shown on the cover page of the Certificates issued to the Policyholder at the Policyholder's address.

The laws of the State of Issue shown above govern this Policy and the Certificates issued to the Policyholder. We and the Policyholder agree to all of the terms of this Policy and the Certificates issued to the Policyholder.

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[Schedule of Affiliates

The following Affiliates are covered under this Policy on the effective dates listed below. A newly-acquired Affiliate may be covered under this Policy on the date it is acquired as long as the Policyholder notifies us within [30] [60] [90] days of its acquisition and pays the required premium. If we are not notified within the required time period, the Affiliate will be covered on the date we agree in writing to provide coverage and receive the required premium. Individuals who are employed by the Affiliate on its effective date of coverage are eligible for coverage on that date.

[Affiliate or Affiliated means a company or organization that is [subsidiary to, affiliated with or controlled by the Policyholder] [a member of the same controlled group of corporations, or trades or business under common control, as described for employee benefits taxation purposes in the Internal Revenue Code].

The Policyholder may terminate an Affiliate as of any Premium Due Date by giving us [30] [45] [60] [90] [120] [180] [days] advance written notice. The effective date of such termination will be the date:

1. Specified in the notice; or

2. The first day of the month immediately following the date specified in the notice.

The Policyholder has the sole responsibility to notify the Member when their coverage ends due to termination of an Affiliate. Our liability under this Policy is limited to benefits payable for eligible claims incurred prior to the date of termination.

Affiliate Name	Location	Effective Date
[*]	[*]	[*]

Cancellation

We may cancel this Policy, after the first year as of any [Premium Due Date] [Policy Anniversary Date], by giving the Policyholder [15] [30] [31] [60] [90] days advance written notice. Except for [non-payment] [non-remittance] of premium we will not cancel this Policy for the initial [12] [24] [36] [48] months this Policy is in force.]

The Policyholder may cancel this Policy at any time by giving us advance written notice. The date of cancellation will be the date specified in such notice or on the last day of the period for which premiums were paid if no date is specified.

The Policyholder is liable to us for any [unpaid premium] [premium not remitted] for the time this Policy was in force.

If a premium is not [paid] [remitted] when due, we will cancel this Policy at the end of the last period for which premium was [paid] [remitted], subject to the Grace Period provision. The Premium Due Date is the Policy Effective date shown on the first page of this Policy and the first day of each month thereafter. The Policyholder has the sole responsibility to notify Members of such termination.

Cancellation of the Policy or a Member's insurance under the Policy will not influence a Member's right to a claim for benefits which arose prior to the cancellation. Our liability under the Policy is limited to benefits payable for eligible claims incurred prior to the date of cancellation.

Effect of Early Termination

If the Policyholder cancels the Policy or a covered class at any time [within [12] [24] [36] [48] months of the Effective Date] [prior to the next Policy Anniversary Date] of this Policy [or prior to the next Enrollment Period sponsored by the Policyholder] [any claim costs, administrative costs, taxes, or other similar items of expense incurred by us or our authorized representative that exceed the premiums paid up to the date of cancellation] [the difference between any premiums paid up to the date of cancellation and the total premium otherwise due during this period] will be billed directly to the Policyholder.

Grace Period

1. With Respect to the Policy

A Grace Period of [31] [60] [90] days will be granted for [payment] [remittance] of required premiums due after the first premium, unless:

- a. We do not intend to renew this Policy beyond the period for which premium has been accepted; and
- b. Written notice of our intention not to renew is delivered to the Policyholder at least [15] [30] [60] [90] days before the premium is due.

This Policy will be in force during the Policy Grace Period. If the required premiums are not [paid] [remitted] during the Policy Grace Period, Insurance will end on the last day of the [Grace Period] [of the period for

which premiums were] [paid] [remitted] without further notice to the Policyholder. The Policyholder is liable to us for any [unpaid premium] [premium that has not been remitted] for the time this Policy was in force during the Policy Grace Period.

2. With Respect to a Member

If a Member is billed individually a Grace Period of 31 days will be granted for payment of required premiums. A Member's Insurance under this Policy will remain in force during the Individual Grace Period. We will reduce any benefits payable for any claims incurred during the Individual Grace Period by the amount of premium due. If no such claims are incurred and premium is not paid during the Individual Grace Period Insurance will end on the last day of the period for which premiums were paid without further notice to the Member. The Member is liable to us for any unpaid premium for the time the Policy was in force during this period.

Premiums

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates and amounts of Insurance in effect for Members. We will provide notifications of premiums due, when premiums are due and any change in the premium rate, by mail to the most current address in our files, to the Policyholder.

Premium Payment

The total premium for this Policy is the sum of premiums [paid] [remitted]:

1. By the Policyholder for all Members other than those described in (2) below, including any amounts contributed toward the cost of this coverage by Members; and
2. By Members who are billed individually.

[The Policyholder has no obligation to pay premium for the coverage provided under this Policy; however, the Policyholder does have an obligation under the Policy to remit premium collected through payroll deduction or otherwise to us at our administrative office on or before the premium due date.]

If the Policyholder does not [pay any premium] [remit any premium collected through payroll deduction] when due, this Policy will be cancelled as of the date the unpaid premium was due, except as provided with respect to the Policy in the Grace Period provision.

If a Member billed individually does not pay his premium when due his coverage under this Policy will be cancelled as of the date the unpaid premium was due, except as provided in the Grace Period provision.

[Retroactive Termination

Retroactive termination of a Member's insurance for any reason other than cancellation of the Policy or a covered class is limited to [30] [45] [60] [90] days from the effective date of such person's Insurance under this Policy or following the next Enrollment Period sponsored by the Policyholder. We may refuse to credit premiums for a retroactively terminated Member if benefits under the Policy have been paid on behalf of, or authorized for such person after the effective date of the request for termination.]

Changes in Premium Rates

We may change the premium rates from time to time with at least [15] [30] [60] [90] days advance written notice to the Policyholder. No change in rates will be made until [12][24][36] [48] months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, we reserve the right to change rates at any time if any of the following events take place:

1. The terms of this Policy change;

- [2.] [The number of Members eligible for coverage increases or decreases by more than [5][10] [15] [20] [25]% since the later of the Policy Effective Date and the date of the last renewal of this Policy;]
- [3.] [Less than [5][10][15] [20] [25] Employees eligible for coverage are insured under this Policy;]
- [4.] Coverage is reinstated following failure to pay premium during the Grace Period;
- [5.] [Acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by [5][10][15] [20][25]% or more the number of eligible individuals;]
- [6.] [A change in the number of eligible individuals which would, on a manual rate basis, require a change of [5][10] [15] [20] [25]% or more in the premium rate;]
- [7.] A change in any federal or state law or regulation is enacted, adopted or amended to the extent that it affects our benefit obligations under this Policy; or
- [8.] The Policyholder fails to provide sufficient information, as required by us, to confirm adequacy of premiums and rates currently being [paid] [remitted].

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro-rata adjustment will apply from the date of the change to the end of any period for which premium has been [paid] [remitted].

Premium Audit

We will have the right to audit books and records of the Policyholder at its place of business and during regularly-scheduled business hours, in order to determine the accuracy of premium [paid] [remitted].

[Reinstatement]

This Policy may be reinstated within [60] [90] day of the end of the last period for which premium was [paid] [remitted] if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to us and [payment] [remittance] of all overdue premiums.

Any premium accepted in connection with a reinstatement will be applied to the earliest period for which premium was not previously [paid] [remitted].]

Legal Actions

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, we have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Member dies, we may recover the overpayment from the Member's estate.

Entire Contract; Changes

This Policy, including the application (if any), endorsements, amendments and any attached papers constitutes the entire contract of Insurance. No change in this Policy will be valid until approved by one of our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

Misstatement of Fact

If a Member has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Certificates

We will provide an electronic copy of the Certificate of Insurance to the Policyholder for distribution by the Policyholder to their covered Employees. The Certificate will list the benefits, conditions and limits of this Policy. It will state to whom benefits will be paid.

Assignment

The rights and benefits under this Policy may be assigned under certain circumstances. Any Member that wants to make an assignment of his Insurance should see the Policyholder for the conditions and further information.

We assume no responsibility for the validity, sufficiency, or effect of any assignment of a Member's Insurance (including an assignment on a form furnished by us or by the Policyholder).

Incontestability

All statements made by the Policyholder to obtain this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Policyholder. After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

Reporting Requirements

The Policyholder or its authorized agent must report all of the following to us by the Premium Due Date:

1. the number of persons insured on the Policy Effective Date;
2. the number of persons who are insured after the Policy Effective Date;
3. the number of persons whose Insurance has terminated;
4. any additional information required by us.

Clerical Error

A Member's Insurance will not be affected by error or delay in keeping records of Insurance under this Policy. If such error or delay is found, we will adjust the premium fairly.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to this Policy are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation, Occupational Disease or similar law.

Incorporation

The provisions of the Certificates issued to the Policyholder, all endorsements and riders, and all endorsements and riders issued to amend this Policy after its effective date are made a part of this Policy.

IN WITNESS WHEREOF **HM Life Insurance Company** has caused this Policy to be executed on the Date of Issue to take effect on the Effective Date.

A handwritten signature in cursive script, reading "Mike Sullivan", followed by a horizontal flourish.

President